

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

(1) MADISON WRIGHT,

Plaintiff,

v.

(1) LONNIE BLAKES and

(2) ANDALE LAND SERVICES,
LLC,

Defendants.

Case No. CIV-22-684-J

COMPLAINT

COMES NOW the Plaintiff, Madison Wright, and for his cause of action against the Defendant alleges and states as follows:

I. PARTIES

1. Plaintiff Madison Wright resides in the State of North Carolina and brings this action on behalf of himself.
2. Upon information and belief, Defendant Lonnie Blakes resides in, and is a citizen of, the State of Texas.
3. Upon information and belief, Defendant Andale Land Services, LLC is a Texas Limited Liability Corporation with a principal place of business in Texas. Andale Land Services, LLC employed and/or was a principal of Defendant Blakes. As such, Andale Land Services, LLC is liable for the acts of negligence of Defendant Blakes.

II. JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1332(a)(1) because this case is a civil action where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interests and costs, and is between citizens of different States.
5. Venue is properly set in this District pursuant to 28 U.S.C. § 1391(b) since a substantial part of the events giving rise to the claim occurred within this judicial district.
6. This Court has personal jurisdiction over Defendant Blakes pursuant to and consistent with the Constitutional requirements of Due Process in that Defendant Blakes, committed a tortious act within this State.
7. This Court has personal jurisdiction over Defendant Andale Land Services, LLC pursuant to and consistent with the Constitutional requirements of Due Process in that Defendant Andale Land Services, LLC, acting through its agent, committed a tortious act within this State.

III. BACKGROUND

8. On or about July 17, 2021, an accident occurred in Cimarron County, Oklahoma. Defendant Lonnie Blakes was negligent in the operation of a vehicle.
9. While operating the vehicle, Defendant Lonnie Blakes struck Plaintiff

Madison Wright from behind.

10. Upon information and belief, Defendant Lonnie Blakes was negligently operating his vehicle and failed to pay full attention to the road, which caused the collision into Madison Wright, who maintained his motorcycle within the lane at all relevant times prior to the collision.
11. Upon information and belief, Defendant Lonnie Blakes was an employee and/or agent of Defendant Andale Land Services, LLC.
12. Defendant Blakes' negligent actions caused Plaintiff's injuries and damages.
13. Further, Defendant Andale Land Services, as the principal/employer of Lonnie Blakes, is vicariously liable for Defendant Blakes' negligent acts.

IV. CAUSES OF ACTION:

NEGLIGENCE

14. Defendant Lonnie Blakes was negligent in his actions and/or omissions in operating a motor vehicle. Specifically, Defendant Blakes was negligent in, but not limited to, the following manners:
 - A.) Failing to stop before hitting Plaintiff from behind.
 - B.) Failing to take proper evasive maneuvers.
 - C.) Failing to apply the appropriate brakes on the vehicle.
 - D.) Failing to maintain a proper lookout.
 - E.) Failing to operate the vehicle in a reasonably attentive manner.

15. Defendant Blakes' acts and/or omissions constitute a failure to use due care as described above. Defendant Blakes' failure to use care was a proximate and direct cause of Plaintiff's injuries and damages described herein. Defendant Blakes is therefore liable to Plaintiff for his personal injuries and damages sustained as a direct result of Defendant Blakes' negligence.

RESPONDEAT SUPERIOR

16. Defendant Andale Land Services, LLC is liable to Plaintiff for the negligent conduct of Defendant Blakes under the doctrine of *respondeat superior* as Defendant Blakes was, at all times relevant to this action, an employee and/or agent of Andale Land Services, LLC and was acting within the course and scope of such employment/agency at all times relevant to this action. As a result, Defendant Andale Land Services, LLC is liable for all negligence of Defendant Blakes.

NEGLIGENT ENTRUSTMENT

17. Defendant Andale Land Services, LLC was negligent in its errors and/or omissions in selecting operators for their vehicles in the following, but not limited to, manners:

A.) Defendant has a legal duty not to entrust a vehicle to a person when the Defendant knows, or reasonably should know, that the person is careless, reckless, or incompetent.

- B.) Defendant Andale Land Services, LLC knew, or reasonably should have known, that Defendant Lonnie Blakes was careless, reckless, or incompetent.
- C.) As a direct and proximate result of Defendant Andale Land Services, LLC's knowledge, Defendant Andale Land Services breached their legal duty in entrusting Defendant Andale Land Service, LLC's vehicle to Defendant Lonnie Blakes. Said breach of duty and negligence was the direct and proximate cause of Plaintiff's injuries and damages.

V. GENERAL DAMAGES

- 18. As a direct and proximate result of Defendants' negligence, Plaintiff suffered damages allowed by law for personal injuries in an amount in excess of \$75,000.00.
- 19. As a further result of Defendant's negligence, Plaintiff has suffered serious and permanent personal injuries. Plaintiff suffered the following damages:
 - A.) Past medical expenses.
 - B.) Future medical expenses.
 - C.) Loss of past earning capacity.
 - D.) Loss of future earning capacity.
 - E.) Physical pain and mental anguish.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against the Defendants, and each of them, jointly and severally as follows:

- A.) Awarding judgment in favor of Plaintiff against the Defendants, and each of them, jointly and severally, in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) as and for compensatory damages;
- B.) Awarding Plaintiff all applicable pre-judgment and post-judgment interest;
- C.) Awarding all attorney's fees, costs, and such other and further relief as the Court deems just and equitable.

Respectfully submitted,
WALSH & FRANSEEN

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